

# 2022-23 Fellow Service Agreement

<< COLLEGE CORPS AT SHASTA COLLEGE >>

### I. Purpose

It is the purpose of this agreement to delineate the terms, conditions, and rules of Fellowship regarding the participation of << FELLOW NAME >> (hereinafter referred to as the Fellow) in the Shasta College Corps Program (hereinafter referred to as the Program).

# II. Position Description

The Fellow will be serving with the Program at << ASSIGNED SERVICE LOCATION >>. The full description of Fellow duties and responsibilities is included as an addendum attached to this Fellow Service Agreement.

### III. Terms of Service

- (a) The Fellow's term of service begins on September 6, 2022 and ends on July 31, 2023.
- (b) The Fellow will complete a minimum of 450 hours of service during the term of service indicated in this agreement.
- (c) The Fellow understands that to complete the term of service successfully and to be eligible for their education award, they must complete and document these 450 service hours. This is why timekeeping is important, and the program will review their timekeeping process during orientation.
- (d) The Fellow understands that to be eligible to serve a subsequent term of service the Fellow must receive satisfactory performance reviews for any previous term of service. The Fellow's eligibility for subsequent term of service with this program will be based on at least an end-of-term evaluation of the Fellow's performance focusing on factors such as whether the Fellow has:
  - (1) Satisfactorily completed assignments, tasks, and projects
  - (2) Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service
- (e) The Fellow understands, however, that mere eligibility for an additional term of service does not guarantee selection or placement in future service terms.

#### IV. Benefits

The Fellow will receive the following benefits:

- (a) **Living Allowance.** The living allowance is designed to help Fellows meet the necessary living expenses incurred while participating in this program. It is not an hourly wage and should not fluctuate based on the number of hours Fellows serve in a given time period. Programs should pay the living allowance in regular increments, such as biweekly, or monthly.
  - You will receive a living allowance of up to \$7,000 if you complete your term of service. Fellows who exit the program early would not receive the full amount.
  - The living allowance will be distributed monthly by direct deposit starting on September 12, 2022. The monthly amount will be \$777.00 as specified in the attached Living Allowance Pay Schedule.

Living Allowance Waiver

The living allowance may be waived in part or in whole by any participating Fellow who wishes to do so.

(b) Education Award. Select the correct Education Award that the Fellow signing this agreement will be receiving:

 $\Upsilon$  Segal Education Award

 $\Upsilon$  Dream Act Service Incentive Grant

 $\Upsilon$  Institution Education Award

Additional information on each of these awards is included below and should be reviewed with all Fellows as part of signing this agreement.

**Segal Education Award:** Fellows who successfully complete the minimum required 450 service hours will receive a \$1600 federal Segal Education Award and a \$1400 supplemental California State Education Award, for a combined value of up to \$3,000 (pre-tax). Additional information about the use and limitations of the Education Award can be found here: Segal Education Award

- **Prior Release for Cause:** The Fellow understands that failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render them ineligible to receive the education award.
- Compelling Personal Circumstances Exit: Fellow may qualify for a pro-rated Segal Education Award if exited under a
  Compelling Personal Circumstance Exit. Per 45 CFR § 2522.230 the Program may release a Fellow from their term of
  service for compelling personal circumstances if the Fellow has completed at least 15% of their required hours and
  demonstrates circumstances beyond the Fellow's control that prevent the individual from completing their term of
  service. Additional information on Compelling Personal Circumstances can be found Here and should be reviewed, by
  Fellow, prior to signing this document.
- Title IV Educational Agencies/Loans: By signing this service agreement, the Fellow acknowledges their understanding that the Education Award may be used for the current cost of attendance at a qualified educational institution, or to repay a qualified education loan. A qualified educational institution is a Title IV agency, meaning they have an agreement with the federal government to handle Title IV federal funds. A qualified loan is a Title IV educational loan. Personal loans, even though used for educational purposes, do not qualify if they are not Title IV loans.
- Loan Forbearance & Interest Repayment: Fellow with qualifying education loans can apply for loan forbearance at the start of service through the My AmeriCorps portal. Fellow must complete their term of service to qualify for interest repayment and must request it at the completion of the term via the My AmeriCorps portal. Learn how to request loan forbearance at the start of service, and interest accrual payment after completing your term of service, in you My AmeriCorps Portal <a href="https://example.com/here-new-maps-repayment-new-map
- Impacts SSDI, TANF; Does Not Impact SSI, Food Stamps: By signing this service agreement the Fellow acknowledges their understanding that their eligibility for SSDI and TANF could be impacted by their stipend; however, they have the option to lower their stipend rate, or waive the stipend entirely, if they feel it will maintain eligibility for benefits, they wish to receive.
  - SSI, SSDI: The HEART (Hero Earnings Assistance and Relief Tax) Act of 2008 specifies that any cash or in-kind benefit paid to a participant in the AmeriCorps Program is excluded from the SSI income calculation. This means that SSI

| Fellow Initials: | Date: |  |
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- recipients can freely serve as AmeriCorps Fellows without the fear of losing their SSI. HOWEVER, there is no exemption for SSDI benefits so the stipend could impact said benefits.
- Food Stamps (Cal Fresh): The AmeriCorps State and National Program was authorized by the National and Community Service Act of 1990 (NCSA), 42 U.S.C. § 12501 et seq. The NCSA states allowances, earnings, and payments to participants in AmeriCorps Programs "shall not be considered income for the purposes of determining eligibility for and the amount of income transfer and in-kind aid furnished under any Federal or federally-assisted Program based on need, other than as provided in the Social Security Act." 42 U.S.C. § 12637(d). Based on the language, the USDA issued an opinion in 2001, which stated AmeriCorps State and National benefits are excluded from income for food stamp purposes. In August 2012, CDSS <u>issued a letter</u> confirming this regarding our state's Cal Fresh food program.
- Temporary Assistance to Needy Families: Fellows who otherwise qualify for aid Programs may be affected by the living allowance and Education Award. Eligibility or amount of assistance may be affected in State or local public assistance Programs. Temporary Assistance to Needy Families (TANF) is one of the Programs that may be affected by the living allowance.
- **Unemployment Insurance:** The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Fellows because no employer-employee relationship exists. California Labor law also states AmeriCorps Fellows are not eligible for unemployment as they are not employees.
- No Cash Award for Segal Education Award

The Fellow further acknowledges that they do not have the option to receive a direct cash award in lieu of the education award. Funds are transferred directly from the National Service Trust to the qualified educational agency or loan holder.

Education Award Transfer

By signing this agreement, the Fellow acknowledges they have been informed that they must be 55 or above at the time of enrollment in order to qualify to transfer an Education Award to their qualified child, grandchild or foster child.

**Dream Act Service Incentive Grant:** The California Student Aid Commission (CSAC) will award up to \$4,500 per academic year (up to \$2,250 per semester or up to \$1,500 per quarter), based on the completion of 300 service hours. The grant will be available to the student while they have an active Cal Grant A or B award. Students must also meet Satisfactory Academic Progress and complete any necessary verification for their Cal Grant A or B award. More information can be found here: California Student Aid Commission

- **Prior Release for Cause:** The Fellow understands that failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render them ineligible to receive the education award.
- Impacts SSDI, TANF; Does Not Impact SSI, Food Stamps: By signing this service agreement the Fellow acknowledges their understanding that their eligibility for SSDI and TANF could be impacted by their stipend; however, they have the option to lower their stipend rate, or waive the stipend entirely, if they feel it will maintain eligibility for benefits they wish to receive.
  - Temporary Assistance to Needy Families: Fellows who otherwise qualify for aid Programs may be affected by the living allowance and Education Award. Eligibility or amount of assistance may be affected in State or local public assistance Programs. Temporary Assistance to Needy Families (TANF) is one of the Programs that may be affected by the living allowance.
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| Date: | Page 3 of 17 |
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#### V. Prohibited Activities

The Prohibited Activities will be reviewed with each Fellow before they begin their service.

https://www.ecfr.gov/current/title-45/subtitle-B/chapter-XXV/part-2520/section-2520.65

### VI. Rules of Conduct & Release from Term of Service

- a) Rules of Conduct: The Fellow is expected to, at all times while acting in an official capacity as a College Corps Fellow:
  - (1) Comply with the rules and standards of their community host organization
  - (2) Demonstrate mutual respect toward others
  - (3) Follow directions
  - (4) Direct concerns, problems, and suggestions to Chelsea Kefalas (530-339-3675) ckefalas@shastacollege.edu
- b) The Fellow understands that the following acts also constitute a violation of the Program's rules of conduct:
  - (1) Unauthorized tardiness
  - (2) Unauthorized absences
  - (3) Repeated use of inappropriate language (i.e., profanity) at a service site
  - (4) Failure to wear appropriate clothing to service assignments
  - (5) Stealing or lying
  - (6) Engaging in any activity that may physically or emotionally damage other Fellows of the program or people in the community (see Civil Rights & Harassment Policy section XII.)
  - (7) Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs during the term of service
  - (8) Consuming alcoholic beverages during the performance of service activities
  - (9) Being under the influence of alcohol, marijuana, or illegal drugs during the performance of service activities
  - (10) Failure to notify the program of any criminal arrest or conviction that occurs during the term of service

#### c) Release from Term of Service

The Fellow understands that they may be released from their service term for the following reasons:

#### 1) RELEASE FOR CAUSE:

The Program may release the Fellow for cause:

A release for cause encompasses any circumstances *other than* compelling personal circumstances that warrant an individual's release from completing a term of service. **This includes both release for misconduct and for a Fellow deciding to leave the program**.

- a. Programs must release for cause any participant who is convicted of a felony or the sale or distribution of a controlled substance during a term of service.
- b. A Fellow who is released for cause may not receive any portion of the education award or any other payments from College Corps or College Corps partner campuses.
- c. A Fellow who is released for cause must disclose that fact in any subsequent applications to participate in an College Corps program. Failure to do so disqualifies the individual for an education award, regardless of whether the individual completes a term of service.

| Fellow Initials: | Date: |  |
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- d. A Fellow who is released for cause may contest the decision by filing a grievance with their campus. Pending the resolution of a grievance procedure filed by an individual to contest a determination by a program to release the individual for cause, the individual's service is considered to be suspended and should not receive any financial benefits.
- e. An individual's eligibility for a subsequent term of service in College Corps will not be affected by release for cause from a prior term of service so long as the individual received a satisfactory end-of-term performance review for the period served in the prior term.
- f. For AmeriCorps Fellows: A term of service from which an individual is released for cause counts as one of the maximum 4 terms of service, unless the Fellow is released for reasons other than misconduct *prior to completing* 15% of a term of service.

#### 2) RELEASE DUE TO COMPELLING PERSONAL CIRCUMSTANCES:

The Program may release a Fellow from their term of service for **compelling personal circumstances** if the Fellow has completed at least 15% of their required hours and demonstrates circumstances beyond the Fellow's control that prevent the individual from completing their term of service. Fellow should consult with their Program point of contact for more information or to request exit from the Program.

**Compelling personal circumstances** include: Those that are beyond the participant's control, such as, but not limited to:

- A participant's disability or serious illness;
- Disability, serious illness, or death of a participant's family Fellow if this makes completing a term unreasonably difficult or impossible;
- Conditions attributable to the program or otherwise unforeseeable and beyond the participant's control, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible;

# VII. Non-duplication and Non-displacement

The Non-duplication and Non-displacement clause will be reviewed with each Fellow before they begin their service.

https://www.ecfr.gov/current/title-45/subtitle-B/chapter-XXV/part-2540/subpart-A/section-2540.100

# VIII. Consequences for Violating Standards of Conduct

In the event that standards of conduct listed in section VI are violated, the following actions will be taken:

- (1) Verbal Warning: a verbal warning will be communicated via phone call, in-person, or zoom meeting
- (2) **Written Warning**: if violations persist, a formal written warning will be sent to the student, the site-supervisor, and kept on file with the Program
- (3) **Termination or Re-Placement**: The final step will be potential termination from the Program or a change in placement for the duration of the service year

The following violations will result in IMMEDIATE termination from the program:

- a. Engaging in any activity that may physically or emotionally damage other members of the program or people in the community. 2. Unlawful manufacture, distribution, dispensation, possession or use of any controlled substance or illegal drugs during the term of service.
- b. Consuming alcoholic beverages during the performance of service activities.
- c. Being under the influence of alcohol or any illegal drugs during the performance of service activities.

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| Fellow Initials: | Date:      | Page 5 of 17 |

d. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.

# IX. Civil Rights & Non-Harassment Policy –

# Your Rights Under Title IX

**Education Code Section 221.8** 

- 1. You have the right to fair and equitable treatment and you shall not be discriminated against based on your sex.
- 2. You have the right to be provided with an equitable opportunity to participate in all academic extracurricular activities, including athletics.
- 3. You have the right to inquire of the athletic director of your school as to the athletic opportunities offered by the school.
- 4. You have the right to apply for athletic scholarships.
- 5. You have the right to receive equitable treatment and benefits in the provision of all of the following:
  - Equipment and supplies.
  - Scheduling of games and practices.
  - Transportation and daily allowances.
  - Access to tutoring.
  - Coaching.
  - Locker rooms.
  - Practice and competitive facilities.
  - Medical and training facilities and services.
  - · Publicity.
- 6. You have the right to have access to a gender equity coordinator to answer questions regarding gender equity laws.
- 7. You have the right to contact the State Department of Education and the California Interscholastic Federation to access information on gender equity laws.
- 8. You have the right to file a confidential discrimination complaint with the United States Office of Civil Rights or the State Department of Education if you believe you have been discriminated against or if you believe you have received unequal treatment on the basis of your sex.
- 9. You have the right to pursue civil remedies if you have been discriminated against.
- 10. You have the right to be protected against retaliation if you file a discrimination complaint.

| For more information on your rights under | Title IX please visit the following website: | https://www.shastacollege.edu/ | about/title- |
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| ellow Initials:     | Date: | Page 6 of 17 |

# XI. Attachments

| The following documents are attached to the Fellow Service Agreement and shall be considered a part of this Agreement for the purposes stated herein.  |
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| Fellow Position Description  |
| ■ Emergency Contacts   |
| Fellow Issues or Complaints Process  |
| Grievance Procedures   |
| Drug-Free Workplace Policy   |
| Reasonable Accommodation Policy  |
|  |
| XII. High School Education   |
| □ I attest that I have obtained a high school diploma or its equivalent or agree to obtain a high school diploma or its equivalent and did not drop out of an elementary or secondary school to enroll in the program or am enrolled in an institution of higher education on an ability to benefit basis and am considered eligible for funds under 20 U.S.C. § 1091. |
| XIII. Amendments to and Review of this Agreement   |
| This agreement may be changed or revised only by written consent by both parties.  |
| XIV. Authorization   |
| The Fellow and Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement. If the Fellow is under the age of 18 years old, the Fellow's parent or legal guardian must also sign. Please note, Fellow and Program must sign agreement before Fellow may begin accruing service hours.      |

| College Corps Fellow Name (please print)                         | Fellow Signature                            | Date Signed |
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|  |   |             |
| Parent/Legal Guardian Name, if Fellow is under 18 (please print) | Parent/Legal Guardian Signature             | Date Signed |
| Authorized Program Representative Name (please print)            | Authorized Program Representative Signature | Date Signed |

# Fellow K-12 Education Position Description

## Who We Are

In partnership with #CaliforniansForAll College Corps, College Corps at Shasta College will provide up to 100 college students with service opportunities in areas of community need such as K-12 schools, food banks/pantries or climate action organizations.

The College Corps program has three core goals:

- Goal 1: Engage Shasta College students in meaningful service opportunities that build career pathways, leadership skills and civic responsibility.
- Goal 2: Help students from diverse backgrounds graduate college on time and with less debt.
- Goal 3: Support the work of community-based organizations focused on key local priorities.

# What We're Looking For

List of desired skills and/or minimum qualifications.

- Passion for working in partnership with communities to make positive change;
- Flexibility to work in different areas and adapt to changing circumstances;
- Growth mindset and eagerness to try new things;
- Interest in connecting with and learning from other students and partners across the state;
- Willingness to be an ambassador for the Fellowship on campus and beyond.
- Must be 18 years or older by the start of your service term
- Must be a citizen, national, or lawful permanent resident alien of the United States or AB-540 eligible Dreamer
- Must satisfy the National Service Criminal History Check
- Must hold a high school diploma, GED or equivalent

### What You'll Do

Student "Fellows" will work with K-12 schools/organizations to build healthier and more equitable communities across California.

Students will do this in a variety of ways. We will work with each applicant and community partner to locate an appropriate placement.

### What You'll Gain

List of benefits of participating in the College Corps Fellowship Program.

- Up to \$7,000 living stipend (throughout service term) + \$3,000 Education Award upon completion of 450 service hours
- A real-world job experience and skills to add to your resume
- Access to training, networking, and professional development opportunities
- Connections with Fellows across the state via a virtual community platform and regional events

| Fellow Initials: | Date: | Page 8 of 17 |
|------------------|-------|--------------|

 A sense of pride and accomplishment in working toward a common purpose alongside young leaders from across the state.

### Where You'll Serve

College Corps at Shasta College offers service positions in local nonprofits and municipal agencies within a reasonable distance from our various campuses.

K-12 Educational host sites include, but are not limited to:

- SFYMCA Afterschool Programs
- Shasta College Programs
- Northern California Child Development, Inc.
- Turtle Bay Exploration Park
- And more

#### The Details

#### **Term of Service**

In order to successfully complete your term of service, you must, at minimum, serve 450 allowable hours. The service duration is [between] August 1, 2022 and July 31, 2023.

#### **Time Requirements of Position**

Fellows will serve approximately 10-15 hours per week over the course of the academic year
 \*No more than 20 percent of Fellow service hours may be spent in administrative and/or training activities."

#### **Description of Duties**

- K-12 subject specific tutoring (1x1 or group format)
- K-12 student mentoring (1x1 or group format)

Fellow duties are not prohibited activities as outlined in 45 CFR §2520.65.

Role for the Fellow does not displace organization staff or volunteers.

#### **Rules of Engagement**

Service members are expected to abide by the rules of conduct set forth in their Fellow contract and will be evaluated for performance twice during the service year; at mid-point and end of service. Performance is evaluated based on progress toward achieving goals set forth in the individual service plan as well as general professional conduct in the service environment. Service members who break the rules of conduct may be suspended and/or terminated at any time.

College Corps is a proud affiliate of the AmeriCorps network. All College Corps Fellows are Quarter-Time AmeriCorps members and are therefore bound by the AmeriCorps rules and regulations, including abiding by AmeriCorps prohibited activities and ensuring that volunteers abide by prohibited activities, which can be found in your Fellow contract and your College Corps Fellow Handbook. See <a href="https://www.americorps.gov">www.americorps.gov</a> for more information.

All College Corps service members must pass a three-part background check to be eligible for service, including clearing the National Sex Offender Public Registry, state background checks in your stat of service and residence at time of application, and an FBI criminal history check (fingerprint-based).

| Fellow Initials: | Date: | Page 9 of 17 |
|------------------|-------|--------------|

This position includes access to vulnerable populations (individuals with disabilities, senior citizens and/or youth). To successfully perform their duties, service members may be asked to stand for extended periods of time to teach; in-and outdoors; perform manual labor, including digging, getting up and down, lifting equipment, aiding children, coordinate and organize meetings, recruit and manage volunteers, and travel to and from the community partner site as required.

Your position is unique to AmeriCorps and does not displace organization staff or volunteers.

College Corps is an equal opportunity organization, and we respect diversity. College Corps does not discriminate on the basis of age, sex, race, color, creed, religion, ethnicity, sexual orientation, gender identity, gender expression, national origin, alienage or citizenship, disability, marital status, military or veteran status, or any other legally recognized protected basis under federal, state, or local laws, regulations or ordinances.

College Corps provides reasonable accommodations to applicants and employees as required by law. Applicants with disabilities may request reasonable accommodation at any point in the employment process.

Because we and our community partners prioritize the health of communities and kids, some College Corps community partners may require COVID-19 vaccinations and/or masking for staff and/or service members. This requirement would be discussed between you and the community partner in question should you receive an offer from College Corps.

| <br>Page 10 of 17 |
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# Shasta College – College Corps Emergency Contact List

# **Resources on Campus:**

# **Campus Safety**

- Emergency | Call 911
- Non-Emergency | (530) 242- 7910
- Safe Walk Escort | (530) 242-7910 or use a "Blue Emergency Phone"

# Shasta CARES (Campus Advocacy, Resources & Education for Safety

- Room 5016
- (530) 242-2399

# **Shasta College Health and Wellness (for students)**

- Room 2020
- (530) 242-7580

# **Shasta College Vice President of Student Services**

• (530) 242-7621

# **Shasta College Director of Residence Life**

• (530) 242-7739

# **Community Resources and Assistance**

# **OneSAFEplace of Shasta County**

- 24 Hour Crisis Hotline: (530) 244-0117
- www.OSPShasta.org

### **Hate Crime National Hotline**

• 1-800-799-Safe

#### **Additional Resources and Assistance**

- Community Resources Shasta County Alcohol and Drug Program (530) 225-5240
- Shasta County Mental Health (530) 225-5200
- Tehama County Drug and Alcohol (530) 527-7893
- Trinity County Drug and Alcohol (530) 623-1362
- Shasta County Victims Assistance Center (530) 225-5220

| Fellow Initials: | Date: |  |
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# Issues & Complaints Process

<< COLLEGE CORPS AT SHASTA COLLEGE >>

We understand that there may be a time you encounter issues with your site-supervisor, site employees, or other Fellows.

In the event that you feel there is an issue or concern, please follow the steps below to attempt to resolve:

- 1. Communicate immediately with your direct site-supervisor (if possible)
- 2. Communicate with Program staff

Following communication to the program staff regarding the issue, a meeting will be scheduled separately with the Fellow and the Host Site-Supervisor to work on developing actionable steps of resolution.

If issue continues to persist despite efforts of resolution, please see the Grievance Process below.

| ellow Initials:   | Date: | Page 12 of 17 |
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# **Grievance Procedures**

### << COLLEGE CORPS AT SHASTA COLLEGE >>

Institutions receiving College Corps funding must establish and maintain a procedure for the filing and adjudication of grievances from participants, labor organizations, and other interested individuals.

In general, aggrieved parties are encouraged to document their specific concerns and requested remedies in writing whenever seeking relief in a matter of concern or dissatisfaction relating to any program issues, such as assignments, evaluations, suspension, or release for cause.

(**Note:** A grievance must be filed no later than one year after the date of the occurrence except for a grievance alleging fraud or a criminal activity. If the grievance alleges fraud or criminal activity, it must be brought to the attention of OneStar and CNCS.)

- 1. An informal complaint: A member who is unhappy with any aspect of their service is welcome to discuss their complaint with their direct supervisor through an informal counseling session. The supervisor will make every effort to address the complaint to the member's satisfaction. However, if the member is dissatisfied with the outcome of the counseling session they may institute a formal complaint.
- 2. A formal complaint: A member who has been unsuccessful in informally resolving a complaint with their supervisor may institute a formal complaint with the program director. If the program director determines that the complaint applies to service-related issues (assignments, evaluations, suspensions, or release for cause) and the program director is unable to informally resolve the dispute, then they will recommend that the member file a written grievance. If the complaint does not apply to a service-related issue (e.g. interpersonal conflict, disagreement over site policies, etc.), then the member is free to pursue resolving the grievance through other appropriate channels, which may include initiating the legal applicant's grievance procedure or litigation.
- 3. A written grievance: As stated above, a formal grievance may only be filed in the event that a member, labor union, or other interested individual is dissatisfied with a suspension, dismissal, service evaluation, or proposed service assignment.

| Fellow Initials: | Date: | Page 13 of 17 |
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# Drug-Free Workplace Policy

<< COLLEGE CORPS AT SHASTA COLLEGE >>

In compliance with the Drug-Free Workplace Act of 1988, Shasta College wants to make its employees aware that the unlawful possession, use, manufacture, distribution, or dispensing of a controlled substance in the workplace is prohibited. Please refer to the Drug-Free Campus Program Pamphlet below for more information.

#### II. ASSISTANCE

- A. SHASTA COLLEGE
  1. Student Health/Wellness Office, (for students) Room 2020, (530) 242-7580
  - 2. Human Resources Office, (for employees) Room 121, (530) 242-7640
  - 3. Substance Abuse Awareness Class (offered each semester)

#### B. COMMUNITY RESOURCES

- 1. Shasta County Mental Health 2640 Breslauer Way, Redding (530) 225-5200
- 2. Narcotics Anonymous (530) 221-5060
- 3. Shasta County Alcohol & Drug Program (530) 225-5240 Tehama County Drug & Alcohol (530) 527-7893 Trinity County Drug & Alcohol (530) 623-1362
- 4. Alcoholics Anonymous (530) 225-8955
- 5. Shasta Options (530) 224-5469
- 6. Cocaine Hotline 24 hours 1-800-262-2463
- 7. Drug Abuse Information and Referral Line 24 hours 1-800-662-4357
- 8. Empire Recovery Center Social Model Residential / Co-ed Alcohol and Drug Treatment Detox (530) 243-7470
- 9. Smoking Cessation ProgramsAmerican Cancer Society

  - (530) 222-1058
    Shasta County Tobacco
    Program (530) 225-5134
    Smoker's Hotlines
  - 1-800-766-2888
  - Hearing Impaired 1-800-933-4833
  - Chewing Tobacco Hotline 1-800-844-2439

#### III. STANDARDS OF CONDUCT

Except as expressly permitted by law, no person shall use, possess or distribute drugs including alcoholic beverages on the Shasta College campus or at any Shasta College function held off campus, and further no person shall enter the campus or attend any off-campus college function showing evidence of intoxication. (Reference)

Shasta College Board Policy Section 5500 California Business and Professional Code Section 25608;

California Health and Safety Code Sections 11359, 11360, and 11550; California Education Code Sections 76030, 76031, 76033, and 87011.

#### **IV. SANCTIONS**

#### A. SHASTA COLLEGE PROCEDURES

The college maintains close ties with area service agencies and will provide information for referral and counseling to employees and students with chemical dependencies. Referrals and access to treatment programs may be obtained by calling local county drug and alcohol program offices. For those convicted of violating local, state, or federal laws, the college district will enforce Education Code provisions and district regulations that can result in disciplinary action up to and including termination/expulsion.

#### B. LEGAL SYSTEM

Violations of several of the laws cited above may be felonies and thus a state prison term possible. Short of state prison, the legal system also uses at least the following four sanctions:

- 1. County Jail
- 2. Probation
- 3. Diversion to Treatment
- 4. Citation to the District Attorney's Office

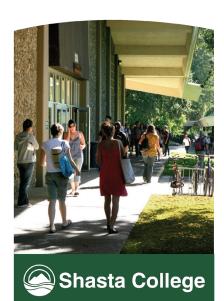
Shasta College knows that the people of California have included drug abuse within the California health and safety code and not the penal code. Shasta College interprets from this that the people of California see drug abuse as a health problem more than a criminal problem. It is our intent to devise policies and programs that incorporate this very important distinction.

# **Shasta College**

11555 Old Oregon Trail P.O. Box 496006 Redding, CA 96049-6006 www.shastacollege.edu (530) 242-7500

Updated: 3-12

# Drug-Free Campus **Program**



This brochure sets forth the standards of conduct for students and employees established by the Shasta-Tehama-Trinity Joint Community College District

Page 14 of 17

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The federal government under Public Law 101-226 has given colleges every incentive to promote the development of policies and programs designed to reduce the incidence of drug abuse among students and staff. This brochure describes the health risks associated with the use of drugs including alcohol and provides information on counseling, treatment, and rehabilitation programs that are available to those suffering chemical dependency, drug addition, substance abuse, alcoholism, etc.

This brochure also sets forth the standards of conduct for employees and students established by Shasta College regarding the use of drugs and alcohol. In addition, this brochure covers the educational and legal sanctions for those found in violation of district, local, state, or federal regulations regarding drugs and alcohol.

# PERSONAL CONSEQUENCES OF DRUGS

- HEALTH: Have more high blood pressure, malnutrition, cirrhosis of the liver, delirium tremors, deterioration of the brain cells, lethargy, depression, irritability and collapse of heart and other major organ systems.
- 2. **SOCIAL:** Can be a major cause of tension and embarrassment at social functions.
- FINANCES: Have more financial problems because they spend more than they earn on their habit, and/ or become sloppy about the way personal finances are handled.
- RELATIONSHIPS: Disrupt families emotionally and economically. Employees resent chemically dependent co-workers who don't pull their own weight. Angry outbursts or unreasonable behavior by the troubled employee may also cause friction at the work site.
- WORK PERFORMANCE: Job performance may slip or become erratic. Attendance problems occur. Accidents are more frequent.

### Health Risks Associated with Alcohol and Other Drug Abuse\*

| DRUG NAME  | EFFECTS OF DRUG   | PENALTIES  |  |
|--|---|--|--|
| Alcohol<br>(Beer, wine, liquor, malt<br>liquor, booze, juice, sauce,<br>hooch) | Decreased hand/eye coordination; Increased irritability;<br>Increased aggressive behavior; Decreased performance;<br>Impaired reasoning; Drowsiness/mood swings; Increased health<br>problems; and Increased accidents.                               | California Law <sup>‡</sup> defines penalties that apply to anyone convicted of the manufacture, distribution, dispensation, possession, or use of controlled substances.      Misdemeanor convictions for workplace and campus drug violations can result in a fine, community service, and incarceration of up to a year.      Felony convictions for workplace and campus drug use can result in substantial fines and a lengthy sentence in state prison. Most drug-use convictions are defined as felony acts.      Violation of campus regulations subjects students to disciplinary actions and sanctions which may include expulsion, suspension, probation, withdrawal of financial |  |
| Marijuana<br>(Blunt, dope, ganja, pot,<br>reefer, skunk, weed, joint)          | Short-term memory impairment; Impaired judgement, Inability to estimate time/distance; Physical reflexes slowed; Poor coordination; Drowsiness/mood swings; Impaired motor performance; Affects driving ability up to eight hours; and Forgetfulness. |  |  |
| Cocaine/Crack<br>(Blow, bump, C, candy,<br>Charlie, flake, rock, snow)         | Shortened attention span; Impaired judgement; Impaired decision making; Lack of dependability; Irritability and depression.   |  |  |
| Opiates<br>(Heroin, Morphine, Opium,<br>Codeine, Vicodin)                      | Impaired judgement; Lowered efficiency; Irritability; and Reduced attention span.   |  |  |
| Hallucinogens<br>(PCP, LSD, Ecstasy,<br>Mescaline, Psilocybin)                 | Impaired reasoning; Feeling of enhanced mental activity; Inability to follow directions; and Sadness and anxiety.   | id, or lesser sanctions.     Violation of Shasta College policies or conviction of a drug offense by faculty or an employee while on or off campus shall be  |  |
| Amphetamines (Benzedrine, Dexedrine, speed, crystal, crank)                    | Restlessness, hyperactivity, Irritablity, Impaired judgement and decision-making ability; Aggressive/violent outbursts; Dizziness; Increased risk for accidents; and Panic-like attacks.  | grounds for appropriate disciplinary action up to, and including, dismissal.  †California Health and Safety code, Chapter 6.   |  |
| Sedatives<br>(Valium, Quaalude, reds,<br>phennies)                             | Slowed reflexes; Lower productivity; Slowed mental processes; and Depression.   | Criagion V.  |  |

\*Source:

Drugs, Society, and Human Behavior, Ray & Ksir (1990) Youth and Drugs, California Attorney General's Office (1988) Job Performance and Chemical Dependency, Voorhees & Maddux (1987)



| College Corps Fellow Name (please print) | Fellow Signature | Date Signed |
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# Reasonable Accommodation Policy

### << COLLEGE CORPS AT SHASTA COLLEGE >>

College Corps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. As a program that receives federal funds, College Corps at Shasta College complies with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program. Nor shall the program exclude or otherwise deny equal services, programs or activities to an individual because of the known disability of an individual with whom the individual is known to have a relationship or association. According to the ADA, the term "disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the individual's major life activities, a record of having such an impairment, or being regarded as having such an impairment. "Major life activities" means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

A "qualified individual with a disability" is an individual with a disability who with or without reasonable accommodations meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by the program. Reasonable accommodations may include modifying rules, policies, or practices; the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services.

The program shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability, unless the program can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, and/or impose an "undue hardship". A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified schedules; acquisition or modification of equipment or devices, training materials, or policies; etc.

#### **Reasonable Accommodations**

The College Corps at Shasta College Program provides reasonable accommodations to qualified employees and applicants with disabilities on a case-by-case basis through an interactive process and ensures no discrimination or retaliation occurs.

#### The Interactive Process

The Progam engages with employees demonstrating the need for or requesting a reasonable accommodation to communicate about the nature of any work-related issues, impact of a disability on the individual's ability to perform essential job functions, and potential accommodations to enable the individual to participate successfully in work and employment-related programs. The interactive process is an ongoing communication between the individual applicant or employee and the District to ensure appropriate accommodations are effective throughout the duration of the individual's disability and employment.

#### **Accommodation Considerations**

During the interactive process, the individual and Program consider the impacted steps of the application process or essential functions of a position, the impact of the disability on the individual's ability to participate successfully, and the range of potential accommodations. Reasonable accommodations do not include eliminating essential functions of a position or eliminating required information during the application and hiring process; reducing the expected quantity or quality of work produced by individuals holding a position; providing personal use items such as reading glasses or hearing aid instruments; or accommodations imposing an undue hardship, such as prohibitive costs, on the host-site or Program.

#### Information Necessary to Provide a Reasonable Accommodation

The Program does not require specific information about an individual's physical or mental health status when considering and providing reasonable accommodations. The District only requires an individual provide medical information relevant to the

| Fellow Initials:   | Date:                   |                        | Page 17 of 17 |
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|  |                         |                        |               |
| College Corps Fellow Name (  | (please print)          | Fellow Signature       | Date Signed   |
| I have read and unders   | tand the Reasonable Ac  | ccommodation Policy:   |               |
| performance, or other  | aspect of participation | in a bistrict program. |               |
| ccommodation. Relevant information includes the functional limitations impacting the application process, job duty erformance, or other aspect of participation in a District program. |                         |                        |               |